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VZ Design Inc.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

Williams-Sonoma, Inc.,

Plaintiff,

v.

VZ Design Inc.,

Defendant.

Case No. 3:24-cv-7992-LJC

**ORDER FOR ENTRY OF
CONSENT DECREE**

Hon. Lisa J. Cisneros

1 1. The Court has subject-matter jurisdiction pursuant to 15 U.S.C. § 1121,
2 17 U.S.C. § 501, and 28 U.S.C. §§ 1331 (Federal Question Jurisdiction), 1367
3 (Supplemental Jurisdiction), and 1338(a)-(c) (Trademark, Copyright, and Unfair
4 Competition Jurisdiction) over this action and personal jurisdiction over the parties.

5 2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a
6 substantial part of the events or omissions giving rise to Plaintiff Williams-Sonoma,
7 Inc.'s ("WSI") claims occurred in this judicial district.

8 3. Judgment in the amount of \$15,000 USD is hereby entered against VZ
9 Design Inc. ("VZ Design") and in favor of WSI.

10 4. Any other claim to monetary relief by either party, including any
11 attorneys' fees or costs, is expressly waived.

12 5. Pursuant to WSI's and VZ Design's (collectively, the "Parties")
13 stipulation for entry of a consent decree, VZ Design and all other individuals who
14 are described in Federal Rule of Civil Procedure 65(d)(2), including all of VZ
15 Design's parents, subsidiaries, affiliates, agents, officers, employees, servants,
16 representatives, successors, assigns, and attorneys, and all other persons acting for,
17 with, by, through or under authority from VZ Design and expressly excluding VZ
18 Design's customers or clients (collectively, the "Prohibited Parties"), are hereby
19 PERMANENTLY ENJOINED AND RESTRAINED to the full extent permissible
20 by law as follows:

21 a. The Prohibited Parties are immediately and permanently enjoined
22 from the use in commerce of any mark or phrase consisting of,
23 containing, or comprising the phrase "West Elm" in any manner that
24 may cause consumer confusion, including but not limited to, using
25 the phrase "West Elm" in connection with the offering of goods or
26 services in any manner that may cause consumer confusion.

27 b. Notwithstanding subparagraph (a), the Prohibited Parties may use
28 the word "West Elm" as it is used in normal language so long as the

1 use is not a trademark use and is not made in connection with the
2 offering of goods or services.

3 c. The Prohibited Parties are immediately and permanently enjoined
4 from violating any of the exclusive rights in 17 U.S.C. § 106 that
5 WSI possess for U.S. Copyright Registration Nos. TX0009360436,
6 TX0009360447, and TX0008705893 (the “WSI Copyrights”).

7 d. The Prohibited Parties are immediately and permanently enjoined
8 from selling or offering to sell any West Elm-branded products
9 without WSI’s express written consent.

10 e. The Prohibited Parties agree to immediately destroy any
11 unauthorized copies of WSI intellectual property, including but not
12 limited to the copyrighted images identified in the Complaint in this
13 action.

14 f. Should WSI identify a violation of this injunction, it shall first notify
15 VZ Design in writing of the breach by U.S. mail or any other means
16 that the parties agree in writing, and if VZ Design cures the violation
17 within 15 business days then the violation shall be excused.

18 6. Each party shall pay its own attorneys’ fees and costs.

19 7. This Court retains continuing jurisdiction for purposes of enforcement
20 of the consent decree and the parties agree to submit to the Court’s jurisdiction for
21 those purposes. If any violation occurs, the Court shall award (a) an amount the
22 Court deems adequate to compensate WSI for such violation; (b) injunctive relief
23 enjoining any further violation of this Order, or such modifications to the present
24 Order as the Court deems appropriate; (c) reasonable attorneys’ fees, costs and
25 disbursements, as determined by the Court; and (d) such other relief as the Court
26 deems just and proper.

27 8. The Parties expressly waive all rights to further appeals or to otherwise
28 challenge or contest the validity of this or any other order in this case.

PURSUANT TO STIPULATION, IT IS SO ORDERED AND JUDGMENT IS ENTERED.


HON. LISA J. CISNEROS
UNITED STATES MAGISTRATE
JUDGE